

ANNEX B

MODEL COOPERATIVE TEST & EVALUATION (CTE) PROJECT ARRANGEMENT (PA)

CTE PA NUMBER – (-*CTE-XXXX*\*)

UNDER THE  
U.S. DOD – AS DOD  
TEST AND EVALUATION PROGRAM (TEP) COOPERATION  
MEMORANDUM OF UNDERSTANDING (MOU)

DATED

CONCERNING

*(FULL DESIGNATION OF THE PROJECT)*

*\*The U.S. DoD will assign the Project Arrangement number.*

## TABLE OF CONTENTS

### ANNEX B -- MODEL COOPERATIVE TEST & EVALUATION (CTE) PROJECT ARRANGEMENT (PA)

SECTION I	
INTRODUCTION.....	B-3
SECTION II	
DEFINITION OF TERMS AND ABBREVIATIONS.....	B-3
SECTION III	
OBJECTIVES.....	B-3
SECTION IV	
SCOPE OF WORK.....	B-3
SECTION V	
SHARING OF TASKS.....	B-4
SECTION VI	
BREAKDOWN AND SCHEDULE OF TASKS.....	B-4
SECTION VII	
MANAGEMENT.....	B-5
SECTION VIII	
FINANCIAL PROVISIONS.....	B-7
SECTION IX	
SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS.....	B-8
SECTION X	
CLASSIFICATION.....	B-8
SECTION XI	
PRINCIPAL ORGANIZATIONS INVOLVED.....	B-8
SECTION XII	
PROJECT EQUIPMENT TRANSFERS.....	B-9
SECTION XIII	
ENTRY INTO EFFECT, DURATION, AND TERMINATION.....	B-10
APPENDIX 1	
COOPERATIVE PROJECT PERSONNEL.....	B-11
APPENDIX 2	
INVENTORY OF PROJECT EQUIPMENT TRANSFERS.....	B-15

*(At a minimum, a PA should include the above sections. If additional topics need to be addressed, sections, annexes, or special provisions should be included as necessary and appropriate.)*

## SECTION I

### INTRODUCTION

This Cooperative Test & Evaluation (CTE) Project Arrangement (PA) is entered into pursuant to the MOU between the Secretary of Defense of the United States of America (U.S. DoD) and the Department of Defence of Australia (AS DoD) for Test and Evaluation Program (TEP) Cooperation (date).

## SECTION II

### DEFINITION OF TERMS AND ABBREVIATIONS

*(Define only those terms used in this PA that have not been defined in the MOU.)*

## SECTION III

### OBJECTIVES

The objectives of this \_\_\_\_\_ PA are:

- a. The development of \_\_\_\_\_  
\_\_\_\_\_
- b. The improvement of \_\_\_\_\_  
\_\_\_\_\_

## SECTION IV

### SCOPE OF WORK

The following work will be undertaken under this PA.

- a. Develop \_\_\_\_\_  
\_\_\_\_\_
- b. Evaluate \_\_\_\_\_  
\_\_\_\_\_
- c. Design, fabricate and test \_\_\_\_\_  
\_\_\_\_\_

## SECTION V

### SHARING OF TASKS

The sharing of tasks will be as follows:

- a. The U.S. DoD will \_\_\_\_\_  
\_\_\_\_\_
- b. The AS DoD will \_\_\_\_\_  
\_\_\_\_\_
- c. U.S. DoD and AS DoD will jointly \_\_\_\_\_  
\_\_\_\_\_

## SECTION VI

### BREAKDOWN AND SCHEDULE OF TASKS (OPTIONAL)

*(Use this format when the tasks covered under this project may be performed using multiple phases, requiring milestones or decision points.)*

The Project will proceed according to the following phases and schedule. Note that national priorities may pre-empt agreed-upon schedules in PAs.

<u>Phase 1</u>	<u>Start</u>	<u>End</u>
Description of Phase 1	MM/DD/YY	MM/DD/YY

*(Milestone 1) (e.g., Transmittal of Feasibility Report)*

<u>Phase 2</u>	<u>Start</u>	<u>End</u>
Description of Phase 2	MM/DD/YY	MM/DD/YY

*(Milestone 2) (e.g., Decision to proceed to Phase 3)*

<u>Phase 3</u>	<u>Start</u>	<u>End</u>
Description of Phase 3	MM/DD/YY	MM/DD/YY

*(Milestone 3) ( e.g., Evaluation, analysis of results)*

*(Add as many phases as necessary.)*

The final report must be transmitted to the MAs six months before the termination date for this PA.

## SECTION VII

### MANAGEMENT

*(If a PA does not require a Steering Committee, use the following format to set forth how the PA will be managed.)*

#### Alternative 1

1. This PA will be directed and administered on behalf of the Participants by one Project Officer (PO) from each Participant. The POs are:

U.S. DoD PO Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

AS DoD PO Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2. Project Offices will be established in \_\_\_\_\_ (*name of U.S. location*) and in \_\_\_\_\_ (*name of Australian location*). The POs are responsible for management of those tasks listed as national responsibilities in Section V (Sharing of Tasks) in this PA.

3. Particular Management Procedures:

*(Mention only those additional management responsibilities not covered under Section IV (Management) of the MOU.)*

*(If a Project requires the establishment of a Steering Committee, use the following format to set forth how the Project will be managed.)*

#### Alternative 2

1. This PA will be directed and administered on behalf of the Participants by an organization consisting of a Steering Committee (SC) and one Project Officer (PO) from each Participant. The SC members are:

U.S. DoD Co-Chairman      Title/Position \_\_\_\_\_

   Organization \_\_\_\_\_

   Address \_\_\_\_\_  
   \_\_\_\_\_

AS DoD Co-Chairman      Title/Position \_\_\_\_\_

   Organization \_\_\_\_\_

   Address \_\_\_\_\_

   \_\_\_\_\_

2. The POs are:

U.S. DoD PO

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

AS DoD PO

Title/Position \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- ### 3. Particular Management Procedures:

*(Mention only those additional management responsibilities not covered under Section IV of the MOU. For instance, if a PA will be administered by one joint program office (JPO) staffed by members from each Participant, add the following paragraph:*

***4.X Either Participant may assign personnel to the JPO to assist in administering a PA. The Host Participant will provide office space and administrative support to personnel of the other Participant in accordance with the Host Participant's normal practice. A Participant's assigned personnel will be subject to the normal procedures and regulations of the Host Participant. Provisions for the personnel provided are described in Appendix I to this PA.)***

## **SECTION VIII**

### **FINANCIAL PROVISIONS**

The Participants estimate that the cost of performance of the tasks under this PA will not exceed U.S.\$\_\_\_ + AS \$\_\_\_.

Cooperative efforts of the Participants over and above the mutually determined tasks set forth in the SCOPE OF WORK and SHARING OF TASKS and FINANCIAL PROVISIONS Sections will be subject to amendment to this PA or signature of a new PA.

***(If a PA will involve the assignment of CPP, the PA will include a provision that refers to paragraphs 5.8 - 5.10 of the MOU, identifies which Participant is sending or hosting CPP, and specifies the number of CPP to be assigned. In addition, the PA will include the amount of financial and non-financial contributions related to CPP in one of the two alternatives below in this Section.)***

***(If a PA will not involve one Participant contracting for the other or both Participants, and no funds will be exchanged between the Participants, use the following format for the Financial Arrangements. Both financial and non-financial contributions should be included in the total U.S. DoD and AS DoD costs.)***

#### ***Alternative 1***

The U.S. DoD tasks will not cost more than: \_\_\_\_\_ U.S. \$.

The AS DoD tasks will not cost more than: \_\_\_\_\_ AS \$.

***Or:***

***(If a PA will involve one Participant contracting for the other Participant or both Participants, or the Participants will transfer or exchange funds between them, use the following format for the Financial Arrangements.)***

#### ***Alternative 2***

***(Cost of performance includes Financial and Non-financial Costs.)***

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
U.S. DoD						
AS DoD						

*(Using the above table and whatever description is necessary, explain and demonstrate how the PA will be funded. Identify both financial (funds) and non-financial (range time, use of equipment, etc.) contributions and identify the amount of funds to be transferred between the Participants.)*

*(The Financial Management Procedures Document (FMPD) should be developed by the POs and submitted to the SC (if appropriate) for approval. The FMPD should include, as a minimum, schedule, handling, funding levels by year, and auditing procedures for monetary contributions anticipated for this PA.)*

## SECTION IX

### SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS (OPTIONAL)

*(Insert any special disclosure and use of information provisions unique to the PA.)*

## SECTION X

### CLASSIFICATION

*Only one of the three following possibilities must be selected:*

- No Classified Information will be exchanged under this PA;
- The highest level of Classified Information exchanged under this PA is: CONFIDENTIAL; or
- The highest level of Classified Information exchanged under this PA is: SECRET.

The existence of this PA is *[Insert classification]* and its contents are *[Insert classification]*.

## SECTION XI

### PRINCIPAL ORGANIZATIONS INVOLVED

*(List Test Facilities and other organizations of the Participants.)*



## SECTION XII

### PROJECT EQUIPMENT TRANSFERS

#### NOTES:

Providing Participant	Receiving Participant	QTY	Description	Part/ Stock #	Consumables/ Non-Consumables	Return Date	Replace ment Value

***1. In the event that the cooperative efforts under the PA require the provision of Project Equipment to either Participant, a list of such Project Equipment must be developed in general accordance with the preceding table. (Project Equipment that cannot be identified at the time of PA signature will be documented, when identified, in a list to be developed and maintained by the POs in the format at Appendix 2 to this Annex.)***

***2. If jointly acquired Project Equipment is an aspect of the cooperative efforts under the PA, terms and conditions for the disposal of such jointly acquired Project Equipment must be included in the PA.***

## SECTION XII

### ENTRY INTO EFFECT, DURATION AND TERMINATION

This \_\_\_\_\_ CTE PA, a Project under the MOU between the Department of Defense of the United States of America and the Department of Defence of Australia, will come into effect upon signature by the Participants, and will remain in effect for \_\_\_\_\_ years unless terminated by either Participant. It may be extended by the written mutual determination of the Participants.

FOR THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

FOR THE DEPARTMENT OF  
DEFENCE OF AUSTRALIA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Location

\_\_\_\_\_  
Location

## APPENDIX 1 - COOPERATIVE PROJECT PERSONNEL (CPP)

### ASSIGNMENT OF (INSERT NAME OF PROJECT) COOPERATIVE PROJECT PERSONNEL

#### 1.0 Purpose and Scope.

1.1 This Appendix to the Project Arrangement (PA) establishes the provisions that will govern the conduct of the U.S. DoD or AS DoD Cooperative Project Personnel (CPP). During the term of the PA, each Participant will be permitted to assign military members or civilian employees of its U.S. DoD/AS DoD to the joint project office (JPO) if established, or to U.S. DoD or AS DoD field activities in accordance with this Appendix. CPP will be able to perform all the responsibilities for the positions assigned to them under this PA. Commencement of assignments will be subject to any requirements that may be imposed by the other Participant or its Government regarding acceptance of PA CPP, such as, but not limited to, visas and visit request documentation. The U.S. DoD and AS DoD SC representatives, or in the event no SC is established, the POs, will determine the length of tour for the positions at the time of initial assignment.

1.2 CPP will be assigned to the JPO or to U.S. DoD or AS DoD field activities for project work (including work at U.S. or AS Contractor facilities) and will report to their designated supervisor within those organizations regarding that work. The designated supervisor will be responsible for the creation of a document describing the duties of each CPP position, which will be subject to approval by the SC or, in the event no SC is established, the POs. CPP will not act as liaison officers for their parent organizations or Governments. However, such personnel may act from time to time on behalf of their SC representative (or PO as applicable), if the latter so authorizes in writing.

1.3 CPP will not be assigned to command or other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Participant's government.

#### 2.0 Security.

2.1 The U.S. DoD and AS DoD SC representatives (or POs as applicable) will establish the maximum level of security clearance required, if any, to permit CPP to have access to Classified Information and facilities in which Classified Information is used in accordance with the Project Security Instruction (PSI) and Classification Guide (CG). Access to Classified Information and facilities in which Classified Information is used will be consistent with, and limited by, Section III (Objectives) and Section IV (Scope of Work) of this PA and the corresponding provisions of this Appendix, and will be kept to the minimum required to accomplish the work assignments.

2.2 The Parent Participant will file visit requests for the CPP through prescribed channels in compliance with the Host Participant's procedures. The Participants will cause security assurances to be filed, through their respective embassies, specifying the security clearances for the CPP being assigned. The security assurances will be prepared and forwarded through prescribed channels in compliance with established procedures.

2.3 The Participants will use their best efforts to ensure that both the U.S. DoD and AS DoD personnel assigned to the JPO or field activities are made aware of, and required to comply with, applicable laws and regulations, as well as the requirements of Section VIII (Disclosure and Use of Project Information), Section IX (Controlled Unclassified Information), and Section XI (Security) of the MOU, and the corresponding provisions of this Appendix, and the PSI and CG. Prior to commencing assigned duties, CPP will, if required by the Host Participant's laws, regulations, policies, or procedures, sign a certification concerning the conditions and responsibilities of CPP.

2.4 CPP will at all times be required to comply with the security and export laws, regulations, and procedures of the Host Participant, as briefed in accordance with paragraph 3.2 of this Appendix. Any violation of security or export procedures by CPP during their assignment will be reported to the Parent Participant for appropriate action. CPP committing willful violations of security or export laws, regulations, or procedures during their assignments will be withdrawn from the project with a view toward appropriate administrative or disciplinary action by the Parent Participant.

2.5 All Classified Information made available to CPP will be considered as Classified Information furnished to the U.S. DoD or AS DoD, and will be subject to all of the provisions and safeguards provided for in this PA, this Appendix, the MOU, the PSI and the CG.

2.6 CPP will not have personal custody of Classified Information or Controlled Unclassified Information, unless approved by the JPO if established and as authorized by the Parent Participant. They will be granted access to such information in accordance with the provisions of the PSI during normal duty hours when access is necessary to perform project work. They may not have unsupervised access to classified libraries or operating centers, or to document catalogues, unless the information therein is releasable to the public.

2.7 CPP will not serve as a conduit between the U.S. DoD and the AS DoD for requests for and/or transmission of Classified Information or Controlled Unclassified Information unless specifically authorized by the PSI.

### 3.0 Administrative Matters.

3.1 Consistent with Host Participant's laws and regulations, and subject to applicable multilateral and bilateral treaties, agreements and arrangements, CPP will be subject to the same restrictions, conditions, and privileges as Host Participant personnel of comparable rank and in comparable assignments. Further, to the extent authorized by the

Host Participant's laws and regulations, and applicable multilateral and bilateral treaties, agreements and arrangements, CPP and their authorized dependents will be accorded:

3.1.1 Exemption from any Host Participant tax upon income received from their parent organization or government.

3.1.2 Exemption from any Host Participant customs and import duties or similar charges levied on items entering the country for their official or personal use, including their baggage, household effects, and private motor vehicles.

3.2 Upon or shortly after arrival, CPP will be informed by the JPO or Host Participant duty station about applicable laws, orders, regulations, and customs and the need to comply with them. CPP will also be provided briefings arranged by the JPO or Host Participant duty station regarding applicable entitlements, privileges, and obligations such as:

3.2.1 Any medical or dental care that may be provided to CPP and their dependents at the Host Participant's medical facilities, subject to applicable laws and regulations, including reimbursement when required by such laws and regulations, and any bilateral or multilateral agreements or arrangements.

3.2.2 Purchasing and patronage privileges at military commissaries, exchanges, theaters, and clubs for CPP and their dependents, subject to applicable laws and regulations, and any bilateral or multilateral agreements or arrangements.

3.2.3 Responsibility of CPP and those dependents accompanying them to obtain motor vehicle liability insurance coverage in accordance with laws and regulations applicable in the area where they are residing. In case of claims involving the use of private motor vehicles by CPP and their dependents, the recourse will be against such insurance.

3.3 The POs, through the JPO and Host Participant field activities, will establish standard operating procedures for CPP in the following areas:

3.3.1 Working hours, including holiday schedules.

3.3.2 Leave authorization, consistent to the extent possible with the military or civilian personnel regulations and practices of both Participants.

3.3.3 Dress regulations, consistent to the extent possible with the military or civilian personnel regulations and practices of both Participants.

3.3.4 Performance evaluations, recognizing that such evaluations must be rendered in accordance with the providing Participant's military or civilian personnel regulations and practices.

3.4 CPP committing an offense under the laws of the government of either Participant may be withdrawn from this project with a view toward further administrative or disciplinary action by the Parent Participant. Disciplinary action, however, will not be taken by the Host Participant against CPP from the Parent Participant, nor will CPP from the Parent Participant exercise disciplinary authority over Host Participant personnel. In accordance with the Host Participant's laws, regulations, and procedures, the Host Participant will assist the Parent Participant in carrying out investigations of offenses involving CPP.